

JUL 20 2006

PTO/SB/64 (10-05)

Approved for use through 07/31/2008. OMB 0851-0001

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)		Docket Number (Optional) 090306.001
<p>First named inventor: Dwight D. Lohr</p> <p>Application No.: 10782.516</p> <p>Filed: 02/18/2004</p> <p>Title: Composite Hinged Door and Insert Therefor</p> <p>Art Unit: TBD</p> <p>Examiner: TBD</p> <p>Attention: Office of Petitions Mail Stop Petition Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450 FAX (571) 273-8300</p> <p>NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.</p> <p>The above-identified application became abandoned for failure to file a timely and proper reply to a notice of action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the office notice of action plus an extensions of time actually obtained.</p> <p>APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION</p> <p>NOTE: A grantable petition requires the following items:</p> <ol style="list-style-type: none"> (1) Petition fee; (2) Reply and/or issue fee; (3) Terminal disclaimer with disclaimer fee - required for all utility and plant applications filed before June 8, 1995; and for all design applications; and (4) Statement that the entire delay was unintentional. <p>1. Petition fee</p> <p><input checked="" type="checkbox"/> Small entity fee \$ 750 (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27.</p> <p><input type="checkbox"/> Other than small entity - fee \$ (37 CFR 1.17(m))</p> <p>2. Reply and/or fee</p> <p>A. The reply and/or fee to the above-noted Office action in the form of <u>Reply to Notice to File Missing Parts</u> (Identify type of reply):</p> <p><input type="checkbox"/> has been filed previously on _____</p> <p><input checked="" type="checkbox"/> is enclosed herewith.</p> <p>B. The issue fee and publication fee (if applicable) of \$ _____</p> <p><input type="checkbox"/> has been paid previously on _____</p> <p><input type="checkbox"/> is enclosed herewith.</p>		

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This collection of information is required by 37 CFR 1.137(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 1.0 hour to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9198 and select option 2.

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3. Terminal disclaimer with disclaimer fee

☒ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.

☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE: The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D)).]

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.


Signature

4/18/2006

Date

David J. Dawsey

Typed or printed name

61,044

Registration Number, if applicable

P.O. Box 785, Columbus, OH 43216

Address

614-228-6260 Ext. 19

Telephone Number

Address

Enclosures: ☒ Fee Payment

☒ Reply

☐ Terminal Disclaimer Form

☐ Additional sheets containing statements establishing unintentional delay

☒ Other: Statement Under 37 CFR 3.73(b) and Related Provisions

CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8(a)]

I hereby certify that this correspondence is being:

☐ Deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Mail Stop Petition, Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450.

☒ Transmitted by facsimile on the date shown below to the United States Patent and Trademark Office as (571) 273-8300.

4/18/2006

Date


Signature

David J. Dawsey

Typed or printed name of person signing certificate

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**Statement Under 37 CFR 3.73(b)
Supplement Sheet**

A true copy of an Employee Agreement Relating to Copyrights, Inventions and Confidentiality (the "Agreement") executed by Dwight Lohr on May 6, 2003 is attached. In the Agreement Mr. Lohr agrees to assign to Diamond Roll-Up Door, Inc. ("Company") all inventions conceived or developed by him during "... the course of my employment with the Company ..."

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DIAMOND ROLLUP DOOR

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DIAMOND ROLL UP DOOR, Inc.**Employee Agreement Relating to Copyrights, Inventions
and Confidentiality**

This agreement is made with, and for the benefit of, Diamond Roll Up Door, Inc., its subsidiaries and associated corporations (together called the "Company") by the undersigned Employee.

In consideration of my employment with the Company, I, the undersigned Employee, agree to the following:

I. Copyrights

- (a) I agree that the Company shall be the sole copyright holder of all copyright works of any kind or description created or developed by me, either alone or in collaboration with others, in the performance of my duties during my employment with the Company.
- (b) I agree to execute any written acknowledgements or assignments of copyright ownership of any works covered by this agreement as the Company may deem necessary or desirable for the Company to preserve its worldwide proprietorship of copyrights.

II. Assignment of Inventions

- (a) I agree to disclose to the Company in writing and I hereby assign to the Company, without additional consideration, all inventions, processes, diagrams, methods, and improvements that I discover, conceive, or develop, either individually or in collaboration with others, during the course of my employment with the Company, or with the use of the Company's time, data, facilities, or materials, concerning a Company field of interest. I agree to this assignment irrespective of whether the idea for the invention occurred to me at work, at home, or anywhere else. I also agree that such inventions are the Company's exclusive property, regardless of whether the Company files a patent application on the invention. I agree to execute such assignments and other documents as the Company may determine are necessary or desirable to secure for the Company the exclusive rights to the inventions assigned hereby.
- (b) Company fields of interest include all fields of interest that have been worked on by the Company in the past, or in which there is work in progress at the Company during my employment, including Company operations in planning stages. I understand that this assignment of inventions does not cover any patents that are based exclusively on inventions made by me before my employment with the Company began, and it does not cover other inventions that are not within the

Initialed by Employee:



Initialed By Company:



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DIAMOND ROLLUP DOOR

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Company's fields of interest, which are developed solely on my own without using Company time or materials.

III. Confidential Information

- (a) I understand that my position with the Company is one of trust and confidence because of my access to trade secrets and confidential and proprietary business information. I pledge my best efforts to protect and keep secret the trade secrets and confidential or proprietary technical and business information of the Company.
- (b) Unless required by the Company in connection with my employment or with the Company's express written consent, I will not, either during my employment or afterwards, directly or indirectly, use or disclose for my benefit or the benefit of another, any of the Company's trade secrets or confidential or proprietary information, whether or not the information is acquired, learned, attained or developed by myself alone or in conjunction with others. I make the same pledge with regard to the confidential information of the Company's customers, contractors, or others with whom the Company has a business relationship.
- (c) I also agree that all notes, records, drawings, memoranda and other documents that are made or compiled by me or which were available to me while employed at the Company and which include any confidential or proprietary business information of the Company shall be the sole property of the Company. I agree to deliver such documents to the Company upon the termination of my employment or at any other time at the Company's request.
- (d) I understand that the Company expects me to respect all trade secrets and confidential or proprietary information of any of my former employers, business associates, or any others. I agree not to use for the benefit of the Company or disclose to the Company, its officers, or any employees any such information so long as it remains confidential.

IV. Miscellaneous

- (a) Nothing in this agreement shall be interpreted to impair either my right or the right of the Company to terminate at will my employment with the Company at any time.
- (b) I understand that my obligations under this agreement will continue at all times during and after my employment with the Company, whether or not my employment with the Company was terminated voluntarily or involuntarily, and with or without cause.

Initialed by Employee: Initialed By Company: 

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DIAMOND ROLLUP DOOR

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- (c) This agreement shall be binding upon the Company, and its successors, and upon me and my heirs, executors and administrators.
- (d) This agreement replaces any previous agreement relating to the same or similar subject matter which I may have entered into with the Company, and shall be deemed effective from the date on which I first became employed by the Company. This agreement may not be changed except by a written document signed by both the Company and by me.

Dwight Lohr
Signature of the Employee
DWIGHT LOHR
Name of Employee
5-6-03
Date

[Signature]
Accepted for the Company
DAVID WISEMAN
Accepted by
VICE - PRESIDENT
Position
5/6/03
Date

The undersigned hereby declares, of her own knowledge, that this is a true copy of an Employee Agreement Relating To Copyrights, Inventions and Confidentiality executed by Dwight Lohr on May 6, 2003, and further that the foregoing statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

[Signature]
Stephanie Kettels
President
Diamond Roll Up Door, Inc.
February 28, 2006

Initialed by Employee:

DL

Initialed By Company:

[Signature]

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FAX NO. 415 2502

P. 02

04015

ASSIGNMENT

WHEREAS, I, JAMES B. BROWN of 225 Sunset Drive, Lakewood, Illinois 60014, have invented a COMPOSITE HINGED-DOOR AND INSERT THEREFOR for which an application for United States Letters Patent was filed on February 18, 2004 and assigned Serial No. 10/782,516; and

WHEREAS, DIAMOND ROLL-UP DOOR, INC., of 295 Commerce Way, P.O. Box 420, Upper Sandusky, Ohio 43351, a corporation of Ohio, is desirous of acquiring the entire interest in and to said invention and any Letters Patent to issue therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to me in hand paid, the receipt whereof is hereby acknowledged, I, JAMES B. BROWN, do hereby sell, assign and transfer unto the said, DIAMOND ROLL-UP DOOR, INC., its successors or assigns, the entire right, title and interest in and to said application and invention in the United States and all countries foreign thereto, including the right of priority under the International Convention of 1883 and later modifications thereof, and to any Letters Patent to issue therefor, and I hereby request the Commissioner of Patents and Trademarks of the United States to issue to said company any Letters Patent thereon, in accordance with the terms of this assignment.

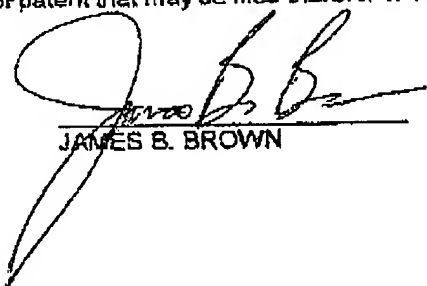
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I agree to execute any and all documents required by said company, its successors or assigns, for the prosecution of said application, or of any division, continuation, reissue, or reexamination thereof, or for securing foreign patents covering said invention, and also any documents required by it, its successors or assigns, to more fully vest in it or them title to said invention, or to any application or patent that may be filed therefor or secured thereon.


JAMES B. BROWN

STATE OF ILLINOIS)
) ss.
COUNTY OF)

On this 1st day of Nov., 2005, before me appeared JAMES B. BROWN, to me personally known, and acknowledged the signing of the above instrument to be his free act and deed.

(SEAL)


Notary Public